

3377 BOOK93

MORTGAGE Standard Form

(No. 328)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 15th day of October
A. D., 1947, between Lester P. Brubaker and Teresa Brubaker, husband
and wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Forty Five Hundred DOLLARSto them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,
bargain, sell and Mortgage to the said party of the second part its heirs and assigns forever,
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows to-wit:The West half of Lot 116, and all of Lot 118, on Indiana Street
City of Baldwin, Kansaswith all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Lester P. Brubaker and Teresa Brubaker
do hereby covenant and agree that at the delivery hereof they are the lawful owner of
the premises above granted, and seized of a good and inalienable estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Forty Five Hundred
Dollars, according to the terms of one certain note this day executed and delivered by the
said Lester P. Brubaker and Theresa Brubaker to the
said party of the second partand this conveyance shall be void if such payments be made as herein
specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up
thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the
said party of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises
hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount
then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid
by the party making such sale, on demand, to said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Lester P. Brubaker (SEAL)
Teresa Brubaker (SEAL)

STATE OF KANSAS

Douglas

County,

Be It Remembered, That on this

15th day of October

A. D. 1947

before me

C. B. Butell

a Notary Public

in and for said County and State, came

Lester P. Brubaker

and Teresa Brubaker, husband and wife

to me personally known to be the same persons who executed the within instrument of

writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on

the day and year last above written.

My Commission Expires

9-4-1948

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Notary Public

Recorded October 20, 1947 at 11:05 A. M.

RELEASE.

Harold A. Beck

Register of Deeds.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien
thereby created, discharged. As witness my hand, this 17th day of October A.D. 1957.

Attest: Hale Steele, Cashier

(Comp Seal)

Baldwin State Bank
by C. B. Butell, President.